



GOOTEE EMPLOYEE MANUAL

 **GOOTEE**
MECHANICAL CONSTRUCTION + SERVICES



Acknowledgment and Receipt

I have received my copy of the Employee Handbook.

The employee handbook describes important information about Gootee Construction, Inc., and I understand that I should consult with the CFO regarding any questions not answered in the handbook. I have entered into my employment relationship with Gootee Construction voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or Gootee Construction can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that, other than the President of Gootee Construction, Inc, no manager, supervisor, or representative of Gootee Construction has any authority to enter into any agreement for employment other than at-will; only the President of the company has the authority to make any such agreement and then only in writing signed by the President of Gootee Construction, Inc.

This manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with Gootee Construction, Inc. By distributing this handbook, the Company expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by Gootee Construction, Inc., and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the President of Gootee Construction, Inc. has the ability to adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Gootee Construction is employment at-will, which may be terminated at the will of either Gootee Construction, Inc. or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Gootee Construction, Inc. or me.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name(Print)

Date

Welcome to Gootee Construction, Inc.

We're very happy to welcome you to Gootee Construction, Inc. Thank you for joining us! We want you to feel that your association with Gootee Construction, Inc. will be a mutually beneficial and pleasant one.

You have joined an organization that has established an outstanding reputation for quality products and services. Credit for this goes to every one of our employees. We hope you, too, will find satisfaction and take pride in your work here.

This Manual provides answers to most of the questions you may have about Gootee Construction, Inc.'s benefit programs, as well as the company policies and procedures that we abide by - our responsibilities to you and your responsibilities to Gootee Construction, Inc. If anything is unclear, please discuss the matter with the Controller. You are responsible for reading and understanding this Employee Manual as your continued employment requires adherence to Gootee Construction, Inc. policies. In addition to clarifying responsibilities, we hope this Employee Manual also gives you an indication of Gootee Construction, Inc.'s interest in the welfare of all who work here.

From time to time, the information included in our Employee Manual may change. Every effort will be made to keep you informed through suitable lines of communication, including postings on the company bulletin boards and/or notices sent directly to you by mail or e-mail.

Compensation and personal satisfaction gained from doing a job well are only some of the reasons most people work. Most likely, many other factors count among your reasons for working — pleasant relationships and working conditions, career development and promotion opportunities, and health benefits are just a few. Gootee Construction, Inc. is committed to doing its part to assure you of a satisfying work experience.

I extend to you my personal best wishes for your success and happiness at Gootee Construction, Inc.

Sincerely,

Ben Gootee, President/CEO
Gootee Construction, Inc.

You're Part of Our Team . . .

As a member of Gootee Construction, Inc.'s team, you will be expected to contribute your talents and energies to improve the environment and quality of the company, as well as the company's products/services. In return, you will be given opportunities to grow and advance in your career.

At Gootee Construction, Inc., we always put **safety first**. We believe it is our duty to provide you with as safe a workplace as we possibly can. For your protection, we have an in-house safety inspection program. We also have a substance abuse policy, because you have a right to know you can depend on your co-workers.

The only things we require for employment, compensation, advancement, and benefits are performance and a good team attitude; however, all employment at Gootee Construction, Inc. is "at will." No one will be denied opportunities or benefits on the basis of age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions; nor will anyone receive special treatment for those reasons.

Notice

The policies in this Manual are to be considered as guidelines. Gootee Construction, Inc., at its option, may change, delete, suspend or discontinue any part or parts of the policies in this Manual at any time without prior notice. Any such action shall apply to existing as well as future employees with continued employment being the consideration between the employer and employee. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked. No one other than the President of Gootee Construction, Inc. may alter or modify any of the policies in this Manual. No statement or promise by a supervisor, manager, or other employee may be interpreted as a change in policy nor will it constitute an agreement with an employee.

Should any provision in this Employee Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only the subject provision.

1 Employment

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Personnel Administration

The task of handling personnel records and related personnel administration functions at Gootee Construction, Inc. has been assigned to the CFO. Questions regarding insurance, wages, and interpretation of policies may be directed to the CFO. Hiring of field personnel is coordinated through the Field Operations Manager and the Safety Manager.

Your Personnel File

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify the CFO as soon as possible:

1. Legal name
2. Home address
3. Home telephone number
4. Person to call in case of emergency
5. Number of dependents
6. Marital status
7. Change of beneficiary
8. Driving record or status of driver's license, if you operate any Gootee Construction, Inc. vehicles
9. Military or draft status
10. Exemptions on your W-4 tax form

Coverage or benefits that you and your family may receive under Gootee Construction, Inc.'s benefits package could be negatively affected if the information in your personnel file is incorrect.

Since Gootee Construction, Inc. refers to your personnel file when we need to make decisions in connection with promotions, transfers, layoffs and recalls, it's to your benefit to be sure your personnel file includes information about completion of educational or training courses, outside civic activities, and areas of interest and skills that may not be part of your current position here.

Your personnel file is the property of Gootee Construction, Inc., not the employee, and is treated as confidential. You may see information which is kept in your own personnel file if you wish, and you may request and receive copies of all documents you have signed. Please ask the CFO.

Employment Classifications

At the time you are hired, you are classified as either full-time, part-time, temporary, or under a collective bargaining agreement (union). You are also told whether you are salaried or hourly and whether you qualify for overtime pay. Unless otherwise specified, the benefits described in this Manual apply only to full-time, salaried employees. All other policies described in this Manual and communicated by Gootee Construction, Inc. apply to all employees, with the exception of certain wage, salary and time off limitations applying only to "non-exempt" (see the definition that follows) employees. If you are unsure of which job classification your position fits into, please ask the CFO.

Full-Time Employees

An employee who works at least thirty (30) hours per week is considered a full-time employee.

If you were a full-time employee and have been on an approved leave of absence, upon return you will be considered a full-time employee, provided you return to work as agreed in the provisions of your leave.

Part-Time Employees

An employee who works less than a thirty (30) hour workweek is considered a part-time employee. If you are a part-time employee, please understand that you are not eligible for benefits described in this Manual, except as granted on occasion, or to the extent required by provision of state and federal laws.

"Non-Exempt" And "Exempt" Employees

At the time you are hired, all employees are classified as either "exempt" or "non-exempt." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty hours (40) per work week. These employees are referred to as "non-exempt" in this Manual. This means that they are not exempt from (and therefore should receive) overtime pay.

Exempt employees are paid a weekly salary for all hours worked, and are not entitled to overtime pay, and are not subject to certain deductions to their weekly salary under the company's policies. Exempt employees are project managers, executives, managers, officers, directors, owners and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted.

Employees Hired Under a Collective Bargaining Agreement

Employees hired by Gootee Construction, Inc. pursuant to a collective bargaining agreement, such as with the Plumbers and Steamfitters Local 60, are subject to wage scales, overtime, vacation and benefits as defined by their union agreement.

Employment Policies

Anniversary Date

The first day you report to work is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Manual.

At Will Employment

All employment and compensation with Gootee Construction, Inc. is "at will" in that they can be terminated with or without cause, and with or without notice, at any time, at the option of either Gootee Construction, Inc. or yourself, except as otherwise provided by law.

Business Hours

Gootee Construction, Inc. regular office hours are 8 A.M. to 5 P.M. Monday through Friday. Certain employees may be asked to work different hours, depending on their position. In addition, the hours worked at job sites will vary from the above. Normal working hours at construction sites are 7 A.M. to 3:30 P.M.

Your particular hours of work and the scheduling of your lunch period will be determined and assigned by your supervisor. Most employees are assigned to work a forty (40) hour work week. You are required to take a lunch period daily; please understand that you may not "work through lunch" in order to arrive late or to leave early or to work extra time, without prior approval from your supervisor.

Confidential Information

Our customers, subcontractors and suppliers entrust Gootee Construction, Inc. with important information relating to their businesses. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, Gootee Construction, Inc. earns the respect and further trust of our customers, subcontractors and suppliers.

Your employment with Gootee Construction, Inc. assumes an obligation to maintain confidentiality, even after you leave our employ.

Any violation of confidentiality seriously injures Gootee Construction, Inc.'s reputation and effectiveness. Therefore, please do not discuss Gootee Construction, Inc. business with anyone who does not work for us, and never discuss business transactions with anyone who does not have a direct association with the transaction. Even casual remarks can be misinterpreted and repeated, so develop the personal discipline necessary to maintain confidentiality. If you hear, see or become aware of

anyone else breaking this trust, consider what they might do with information they get from you.

If you are questioned by someone outside the company or your department and you are concerned about the appropriateness of giving them certain information, remember that you are not required to answer, and that we do not wish you to do so. Instead, as politely as possible, refer the request to your manager or to the President.

No one is permitted to remove or make copies of any Gootee Construction, Inc. records, reports or documents without prior management approval.

Because of its seriousness, disclosure of confidential information could lead to dismissal.

Customer Relations

The success of Gootee Construction, Inc. depends upon the quality of the relationships between Gootee Construction, Inc., our employees, our customers, our suppliers and the general public. Our customers' impression of Gootee Construction, Inc. and their interest and willingness to work with us is greatly formed by the people who serve them. In a sense, regardless of your position, you are Gootee Construction, Inc.'s ambassador. The more goodwill you promote, the more our customers will respect and appreciate you, Gootee Construction, Inc. and Gootee Construction, Inc.'s products and services.

Here are several things you can do to help give customers a good impression of Gootee Construction, Inc.:

1. Act competently and deal with customers in a courteous and respectful manner.
2. Communicate pleasantly and respectfully with other employees at all times.
3. Follow up on orders and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
4. Take great pride in your work and enjoy doing your very best.

These are the building blocks for your and Gootee Construction, Inc.'s continued success. Thank you for adding your support.

Driver's License & Driving Record

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. Gootee Construction, Inc. will monitor your driving record and reserves the right to obtain your official driving record through the Office of Motor Vehicles. Any changes in your driving record must be reported to the personnel department immediately. Failure to do so may result in disciplinary action, including possible dismissal.

Equal Employment Opportunity/Affirmative Action Plan

Gootee Construction, Inc. provides equal employment opportunity for everyone regardless of age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions. In addition, laws regarding veterans' status are observed. This is reflected in all Gootee Construction, Inc. practices and policies regarding hiring, training, promotions, transfers, rates of pay, layoff, and other forms of compensation. All matters relating to employment are based upon ability to perform the job, as well as dependability and reliability once hired.

Gootee Construction, Inc. has an Affirmative Action Plan for Handicapped and Vietnam Era/Special Disabled Veterans. The plan may be viewed at the home office, 1001 S. Harimaw Ct., Metairie, LA, Monday-Friday, between the hours of 9:00AM and 4:00PM.

Former Employees

Depending on the circumstances, Gootee Construction, Inc. may consider a former employee for re-employment. Such applicants are subject to Gootee Construction, Inc.'s usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with Gootee Construction, Inc. and must have provided at least two weeks advance notice of their intention to terminate their employment with Gootee Construction, Inc.

Harassment

Gootee Construction, Inc. intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort — verbal, physical, visual — will not be tolerated.

What Is Harassment?

Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, other verbal or physical contact of a sexual nature when such conduct creates an intimidating environment, prevents an individual from effectively performing the duties of their position, or when such conduct is made a condition of employment or compensation, either implicitly or explicitly.

Responsibility

As a Gootee Construction, Inc. employee, you are responsible for keeping our work environment free of harassment. Any employee, who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to Katie Callahan or any officer of Gootee Construction, Inc. with whom you feel comfortable.

Reporting

If you feel that you have experienced harassment, report the incident immediately to the CFO or any officer of Gootee Construction, Inc. with whom you feel comfortable. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed a fellow employee or subordinate will be subject to severe disciplinary action or possible discharge. Gootee Construction, Inc. will also take any additional action necessary to appropriately correct the situation. Gootee Construction, Inc. will not retaliate against any employee who makes a good faith report of alleged harassment, even if the employee was in error.

Health Examinations

Your employment with Gootee Construction, Inc. is contingent on passing a physical / health examination at Gootee Construction, Inc.'s expense. This includes a drug test. Also, at any point during your employment, you may be asked to undergo a health examination or drug test on company time and at Gootee Construction, Inc.'s expense. This may be necessary to ensure that you are physically capable of handling the tasks involved in your job position safely and without possible harm to others.

Proof of U.S. Citizenship and/or Right to Work

Federal regulations require that 1) before becoming employed, all applicants must complete and sign Federal Form I-9, Employment Eligibility Verification Form; and 2) all applicants who are hired need to present documents of identity and eligibility to work in the U. S.

Standards of Conduct

Disciplinary Actions

Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner:

- Verbal Warning
- First Written Warning
- Second Written Warning
- Dismissal

Written warnings will include the reasons for the supervisor's dissatisfaction and any supporting evidence. You will have an opportunity to defend your actions and rebut the opinion of your supervisor at the time the warning is issued. Disciplinary actions may also include fines, suspensions or other measures deemed appropriate to the circumstances.

Any of the above steps can be bypassed in certain circumstances allowing for immediate dismissal, if this action is deemed necessary by management.

Dismissal

Employment and compensation with Gootee Construction, Inc. is "at will" in that they can be terminated with or without cause, and with or without notice, at any time, at the option of either Gootee Construction, Inc. or yourself, except as otherwise provided by law.

If your performance is unsatisfactory due to lack of ability, failure to abide by Gootee Construction, Inc. rules or failure to fulfill the requirements of your job, you will be notified of the problem. If satisfactory change does not occur, you may be dismissed. Some incidents may result in immediate dismissal.

2 Compensation & Performance

Wage & Salary Policies

- Computing Pay**
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- Error in Pay**
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- Closure Prior To Starting Time**
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- Lunch Room Facility**
- Record of Absence or Lateness**

Wage & Salary Policies

Gootee Construction, Inc. has developed policies to ensure wages and salaries comparable to those of other employees with similar jobs at Gootee Construction, Inc. or in our industry. Our wage and salary policy is designed to attract and retain the best-qualified people available.

To carry out this policy, we periodically compare our wage and salary policy with community rates for similar positions using appropriate published information from sources like statewide business organizations, local chambers of commerce, state and national organizations, various management reports, and various local, state and federal agencies.

You are employed by Gootee Construction, Inc. and will be carried directly on our payroll. No person may be paid directly out of petty cash or any other such fund for work performed.

Computing Pay

Should you be one of our salaried employees whose pay is not based on an hourly rate, there may be times when it is necessary to compensate you for some daily or hourly pay. When this is necessary, Gootee Construction, Inc. will compute your time on the basis of a forty (40) hour work week.

Deductions from Paycheck (Mandatory)

Gootee Construction, Inc. is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal and state income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings and on the information you furnish on your W-4 form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to Katie Callahan immediately, to ensure proper credit for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever Gootee Construction, Inc. is ordered to make such deductions.

Repayment of Company Loan / Payroll Advance

Funds you owe to Gootee Construction, Inc. may be deducted from current wages according to the terms and conditions agreed upon at the time of your advance or loan from Gootee Construction, Inc.

Error in Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell your supervisor immediately. He or she will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

Overtime Pay

Overtime policies differ depending on your employee classification. If you are governed by a collective bargaining agreement, refer to that agreement concerning overtime pay and policies.

For all other full-time, non-exempt employees, the following applies:

1. Scheduled Overtime: Scheduled overtime work is announced in advance and generally will involve an entire department or operation. This type of overtime becomes part of the required workweek of the people who are members of the department or operation. If you need to be excused from performing scheduled overtime, speak with your supervisor. He or she will consider your situation and the requirements of the department or operation in deciding whether you may be excused from performing the scheduled overtime.

2. Incidental Overtime: Incidental overtime isn't scheduled; it may become necessary in response to extenuating circumstances. It is extra time needed to complete work normally completed during regular hours. Incidental overtime may become necessary when an illness or emergency keeps co-workers from being at work as anticipated. It may require you to return to the workplace for emergency work. The opportunity to perform incidental overtime will be given first to the employee who normally performs the task. If that employee cannot perform the overtime, the supervisor will offer the overtime to a suitably qualified person who is available to perform the overtime work.

If you are a "non-exempt" employee and you perform overtime work, you will be paid one and one-half (1-1/2) times your regular hourly wage for any time over forty (40) hours per week that you work. If, during that week, you were away from the job because of a job-related injury, paid holiday, jury duty, vacation taken in single-day increments, or paid sick time, those hours not worked will not be counted as hours worked. Overtime pay will only be calculated after forty hours actually worked.

In the event that a non-union employee is asked to work on a holiday recognized by Gootee Construction, that employee will be paid at a double-time rate, regardless of the number of hours worked during the pay period.

Pay Period & Hours

Our payroll workweek begins on Monday at 12:01 a.m. and ends on Sunday at 12:00 midnight.

Pay Cycle

Payday is normally on Friday for services performed for the one (1) week period ending the previous Sunday at 12:00 midnight.

Changes will be made and announced in advance whenever Gootee Construction, Inc. holidays or closings interfere with the normal payday.

Paycheck Distribution Procedures

Direct deposit of payroll is required at Gootee Construction. An authorization form to enroll, along with a voided check must be submitted at the time of employment. Instead of receiving a check, you will be provided with an earnings statement detailing a precise record of gross pay, all deductions, and the amount of pay deposited to your account. You may choose to have this e-mailed to you or receive a copy by mail.

Reporting Time Pay — Inclement Weather & "Acts Of God"

Unfortunately, you will not be paid when work is not available due to circumstances not within Gootee Construction, Inc.'s control; the following are examples of such circumstances.

- Operations cannot commence or continue due to threats to employees or property or when recommended by civil authorities.
- Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system.
- The interruption of work is caused by an "Act of God" (inclement weather, hurricane, fire, flood, earthquake, avalanche, epidemic, pandemic, etc.) or some other cause not within Gootee Construction, Inc.'s control.

Termination & Severance Pay

Gootee Construction, Inc. hopes and expects that you will give at least two weeks notice in the event you intend to leave our employ.

Wage Assignments (Garnishments)

Whenever court-ordered deductions are to be taken from your paycheck, you will be notified.

According to the Federal Wage Garnishment Act, three (3) or more garnishments may be cause for dismissal.

Work Schedule

The normal workweek consists of five (5) days, eight (8) hours long, Monday through Friday. Your schedule of daily work hours will be given to you by your supervisor. You will be notified promptly whenever a change is necessary. Should you have any questions concerning your work schedule, please ask your supervisor.

Absence or Lateness

From time to time, it may be necessary for you to be absent from work. Gootee Construction, Inc. is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Sick days and personal days have been provided for this purpose (for non-union full time employees).

If you are unable to report to work, or if you will arrive late, please contact your supervisor immediately. Give him or her as much time as possible to arrange for someone else to cover your position until you arrive. If you know in advance that you will need to be absent, you are required to request this time off directly from your supervisor. He or she will determine when will be the most suitable time for you to be absent from your work.

When you call in to inform Gootee Construction, Inc. of an unexpected absence or late arrival, ask for your supervisor directly. For late arrivals, please indicate when you expect to arrive for work. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call on your behalf. If your supervisor is not available when you call, you may leave the information with another supervisor.

Absence from work for three (3) consecutive days without notifying your supervisor or the personnel administrator will be considered a voluntary resignation.

Closure after Starting Time

If severe weather conditions exist and the President (or designated representative) decides to close Gootee Construction, Inc. for the remainder of the day, you will be notified as soon as possible by your supervisor. If you are sent home before having worked two (2) hours, you will be paid for two (2) hours of work. If you are sent home after having worked two (2) hours, you will be paid for the time that you actually worked.

Closure Prior To Starting Time

If you report to work and find that, due to severe weather conditions, Gootee Construction, Inc. will unexpectedly be closed for business, you will be paid for two (2) hours of work for that day only.

Excessive Absenteeism or Lateness

In general, five (5) absences in a 90-day period, or a consistent pattern of absence, will be considered excessive, and the reasons for the absences may come under question. Tardiness or leaving early is as detrimental to Gootee Construction, Inc. as an absence. Three (3) such incidents in a 90-day period will be considered a "tardiness pattern" and will carry the same weight as an absence. Other factors, like the degree of lateness, may be considered.

Be aware that excessive absenteeism, lateness or leaving early may lead to disciplinary action, including possible dismissal.

Lunch Period

If you work longer than four (4) hours, you will be given an unpaid lunch period. The time when lunch periods are scheduled varies among departments, depending on the needs of each department. Your manager/supervisor will give you your lunch period schedule.

Lunch Room Facility

For your convenience and comfort, Gootee Construction, Inc. provides a lunch room for office employees equipped with ample seating, microwave oven and a refrigerator for employees who want to bring their lunch from home. This area is for everyone's use. It is your responsibility to do your share in keeping this facility clean and sanitary. Please clean up after yourself.

Record of Absence or Lateness

If you are absent because of illness for three (3) or more successive days, your manager/supervisor may request that you submit written documentation from your doctor. If you are absent five (5) or more days because of illness, you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. You will be responsible for any charges made by your doctor for this documentation.

Your manager/supervisor will make a note of any absence or lateness, and the reason, in your personnel file. Your attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, and approved time off, as well as scheduling layoffs, etc.

3 Benefits

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Family and Medical Leave

Other Unpaid Leaves of Absence **Educational Leave Of Absence** **Military Leave Of Absence** **Military Reserves or National Guard Leave Of Absence** **Personal Leave Of Absence** **Returning From a Leave Of Absence Other Than Family and Medical Leave** **Accepting Other Employment or Going into Business While on Leave Of Absence** **Insurance Premium Payment during Leaves of Absence**

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Government Required Coverage **Workers' Compensation** **Unemployment Compensation** **Social Security**

Other Benefits **Annual Party or Outing** **Education Assistance** **Education / Training (Attending Seminars / Training Sessions)**

The Benefits Package

In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits which will enhance your job satisfaction. We are certain that you will agree that the benefits program described in this Manual represents a very large investment by Gootee Construction, Inc., and we trust that you will avoid abusing any of the program's benefits.

A good benefits program is a solid investment in Gootee Construction, Inc. and its employees. It not only ensures the loyalty of long-time capable employees, it also helps to attract talented newcomers who can help Gootee Construction, Inc. grow. Gootee Construction, Inc. will periodically review the benefits program and will make modifications as appropriate to the company's condition.

Eligibility for Benefits

Eligibility for the following benefits depends on your employee classification. Each benefit describes the classes of employees to which it applies.

If you are a part-time employee, you will enjoy only those benefits which are required by law to be afforded to you, provided that you meet the minimum requirements set forth by law and in the benefit plan(s).

Temporary employees are not eligible for benefits.

Paid Leaves of Absence

Holidays

Only full-time, salaried employees are eligible for holiday pay.

You are not eligible to receive holiday pay if you are a non-salaried, part-time employee or a temporary employee.

Recognized Holidays

The following holidays are recognized by Gootee Construction, Inc. as paid holidays:

New Year's Day
Mardi Gras
Good Friday
Labor Day

Thanksgiving Day
Friday following Thanksgiving Day
Independence Day
Christmas Day

There may be other days designated as a holiday at management's discretion.

Holiday Policies

You may take time off to observe your religious holidays. If available, a full day of unused personal leave or a vacation day may be used for this purpose, otherwise the time off is without pay. You must notify your manager at least ten business days in advance.

We schedule all national holidays on the day designated by common business practice.

If a holiday occurs during your scheduled vacation, you are permitted to take an extra day of vacation.

You are not eligible to receive holiday pay when you are on a leave of absence.

Vacations

Employees hired under a collective bargaining agreement are governed by such agreement concerning paid vacation.

Only full-time salaried and tenured non-salaried employees are eligible for paid vacation. You are not eligible for paid vacation if you are a part-time or temporary employee.

Amount of Vacation

Following the completion of 12 months of service, all full-time, salaried employees will be credited with a two-week vacation. One of these weeks may be advanced after six months. On January 1 of each year, you will be credited with the number of weeks for which you are eligible in that year.

Non-union, full-time hourly employees who have worked for Gootee Construction for at least one year and a minimum of 1800 hours per year become tenured, and earn one (1) week paid vacation. Non-union, full-time hourly employees who have been with Gootee Construction for five years will be eligible for paid holidays.

Vacation Policies

Every effort will be made to grant you your vacation at the time you desire. However, vacations cannot interfere with your department's operation and therefore must be approved by your manager/supervisor at least one (1) month in advance. If any conflicts arise in requests for vacation time, preference will be given to the employee with the most seniority.

You may not receive advance vacation pay (for vacation time taken in excess of your vacation accrual balance).

If a company-paid holiday falls during your scheduled vacation period, that holiday will be coded to holiday pay and not count against your vacation days.

Accumulation Rights

Vacation time is a gift from Gootee Construction, and is not to be treated as wages. Vacation time may not be carried over and accumulated in subsequent calendar years. Exceptions to this policy may be made in unusual circumstances, each case to be considered separately by management.

Payment In Lieu Of Vacation

The purpose of a vacation is to provide you with a time to rest and relax; therefore, no additional wages or salary will be paid to you in lieu of a vacation unless advance approval in writing is granted by management. If payment in lieu of vacation is approved, one (1) week of vacation is equivalent to a regular scheduled workweek at your basic straight time hourly rate.

Other Paid Leaves

Jury Duty

It is your civic duty as a citizen to report for jury duty whenever called. If you are called for jury duty, we will permit you to take the necessary time off and we wish to help you avoid any financial loss because of such service. If you are a full-time, exempt, salaried employee, Gootee Construction, Inc. will reimburse you for the difference between your jury pay and your regular pay, not to exceed eight (8) hours per day, for a maximum of ten (10) business days. All other employees are entitled to a leave of absence up to one day without loss of wages. The remainder of the leave granted for jury duty may be without pay. Evidence of having served must be provided.

You must notify your supervisor within forty-eight (48) hours of receipt of the jury summons.

On any day or half-day you are not required to serve, you will be expected to return to work.

Sick/Personal Leave

Full-time salaried employees are eligible to take up to 2 days of paid personal leave and 4 days sick leave during each calendar year. Sick/personal leave benefits are intended solely to provide income protection in the event of illness, injury or personal obligation and may **NOT** be used for additional vacation time. For purposes of this section, immediate family includes spouse, child, parent, or sibling living in your home. If another person can attend to the needs of an ill family member, you are expected to fulfill your duties as an employee of Gootee Construction, Inc.

You are required to request personal leave time from your supervisor in advance, if circumstances allow, and obtain his or her approval.

In order to receive sick/personal leave pay, you must notify your supervisor as soon as possible. Gootee Construction reserves the right to request and receive written medical certification or other documentation with respect to requests for paid sick leave.

Terminated employees will not be compensated for unused sick leave at the time of their termination. Sick/personal days in excess of six days will not be paid.

In the event of an illness or injury covered by workers' compensation, this sick leave policy will not apply, but will defer to state statutes. Sick/personal days do not accumulate from year to year.

If you are required to take a leave of absence under the Family and Medical Leave Act, any accrued personal leave may be paid at the time the leave commences, and may be substituted for any part of the unpaid leave required by the Act.

Employees going on unpaid required military leave of absence may apply their personal leave at the time the leave commences if they wish.

If you are on an approved leave of absence for less than thirty (30) days, your personal leave eligibility will not be affected; should the leave extend beyond thirty calendar days, personal leave time will not continue to accrue.

This personal leave policy does not apply to “exempt” employees on our payroll. It also does not apply if personal leave is needed as a result of self-inflicted injury, illegal substance abuse or alcohol abuse, or illness or injury incurred while in the act of committing a felony.

In the event of an illness or injury which is covered by workers’ compensation insurance, this personal leave policy will not apply.

Family and Medical Leave

The Family and Medical Leave Act (FMLA) of 1993 provides you with up to 12 weeks of unpaid job-protected leave for certain family and medical reasons.

Reasons for Leave

The following reasons qualify an employee for leave under FMLA provisions:

1. A serious illness or injury that prevents the employee from performing his/her job.
2. The care of an employee's spouse, child or parent who has a serious health condition.
3. The birth or adoption of a child, or placement of a foster care child.

Eligible Employees

To be eligible for up to 12 weeks of unpaid leave under FMLA, an employee must have worked for Gootee Construction, Inc. for at least 12 months and for 1250 hours in the 12 months preceding the leave.

Schedule of Leave

The 12 month leave year shall be the 12 month period measured forward from the date an employee's first FMLA leave began.

If a health care provider certifies that medical care can best be accommodated through intermittent or reduced leave schedule, Gootee Construction, Inc. will provide such leave. However, the total length of the FMLA period is not to exceed 12 weeks.

Leave taken for the birth, adoption or placement of a foster care child must be taken within 12 months of the date of birth or placement.

Any paid leave time that has accrued, such as vacation and sick/personal days, may be substituted for unpaid leave by the employee or by Gootee Construction, Inc.

Advance Notification

If leave is foreseeable, such as a birth or planned medical treatment, employees are required to provide Gootee Construction, Inc. with notice 30 days prior to the leave, or as soon as possible after the need for leave arises.

If leave is necessary due to an unplanned event, employees requesting leave must notify Gootee Construction, Inc. within two days of learning of the need for the leave.

Medical Certification

Employees requesting leave under the FMLA for the purpose of caring for a sick family member or for the employee's own serious health condition must provide medical certification. Gootee Construction, Inc. retains the right to require periodic re-certification of the need for leave and to obtain additional medical opinions, if necessary.

Job, Benefit and Wage Protection

Under the FMLA, you will be returned to the same or equivalent job with equivalent pay and benefits upon completion of your leave. Gootee Construction, Inc. will maintain your current level of health care for the duration of your leave.

If you do not return to work at the completion of your leave, you may be required to reimburse the company for expenses the company has incurred for the maintenance of your benefits during the leave period.

Returning to Work

In some cases of personal injury or illness, you may be required to provide a fitness-for-duty certification before returning to work.

An employee who fraudulently obtains FMLA leave is not protected under the reinstatement provisions of the Act.

Other Unpaid Leaves of Absence

Occasionally, for personal or other reasons, you may need to be temporarily released from the duties of your job with Gootee Construction, Inc., but may not wish to submit your resignation. Under certain circumstances, you may be eligible for an unpaid leave of absence. An unpaid leave of absence may be granted for a minimum of thirty (30) days and a maximum of six (6) months.

You must apply in writing for an unpaid leave of absence, setting forth the reason for the leave, the date on which you wish the leave to begin and the date on which you will return to active employment with Gootee Construction, Inc. Submit your application to the personnel manager, who will bring your request before the appropriate members of management for approval.

A leave will be granted only when operating conditions at Gootee Construction, Inc. permit. The needs of Gootee Construction, Inc. will determine the number of employees allowed out on unpaid leave at any one time.

You must adhere to all the requirements set forth in the following sections. Failure to do so may result in alterations of your employment status or termination of your employment with Gootee Construction, Inc.

Educational Leave Of Absence

An educational leave of absence may be approved if the desired curriculum is of mutual benefit to you and to Gootee Construction, Inc. Apply in the same manner as you would for a personal leave of absence.

Military Leave Of Absence

If you are a full-time employee and are inducted into the U.S. Armed Forces, you will be eligible for re-employment after completing military service, provided:

1. You show your orders to the personnel manager as soon as you receive them.
2. You satisfactorily complete your active duty service.
3. You enter the military service directly from your employment with Gootee Construction, Inc.
4. You apply for and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months active duty for training, you must apply within a reasonable time (usually thirty (30) days) after discharge.

Military Reserves or National Guard Leave Of Absence

Employees who serve in U. S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued personal leave and unused earned vacation time to the leave if they wish; however, they are not obliged to do so.

You are expected to notify the personnel manager as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

Personal Leave Of Absence

In very special circumstances, Gootee Construction, Inc. may grant a leave for a personal reason, but never for taking employment elsewhere or going into business for yourself. You should request an unpaid personal leave of absence from the president. A personal leave of absence must not interfere with the operations of your department or Gootee Construction, Inc. Your request will be reviewed by a management committee before final approval.

A personal leave of absence may be granted for up to thirty (30) days. If your leave is extended for more than thirty (30) days, vacation and other benefits will no longer continue to accrue. Consult your group insurance booklet to determine your insurance coverage during a leave of absence. Failure to return from a leave at the time agreed will result in termination of employment.

Returning From A Leave Of Absence Other Than Family and Medical Leave

You must notify Gootee Construction, Inc. at least fifteen (15) days prior to your expected return date, that you intend to return from a leave of absence. When you return, you will be placed on your regular job if such position remains and is available. If Gootee Construction, Inc. has had to eliminate or fill your position while you were on leave, you will be assigned to an open position for which you are properly qualified. If no such position exists, you will be placed on layoff status.

If you don't return from your leave of absence on the day indicated in your original application or in any approved extension, you will be considered to have voluntarily resigned from employment with Gootee Construction, Inc. as of the day on which you began your leave of absence.

If you have been on a military leave of absence, you will receive seniority credit for the time that you were on active military duty.

Accepting Other Employment or Going into Business While On Leave Of Absence

If you accept any employment or go into business while on a leave of absence from Gootee Construction, Inc., you will be considered to have voluntarily resigned from employment with Gootee Construction, Inc. as of the day on which you began your leave of absence.

Insurance Premium Payment during Leaves of Absence

Gootee Construction, Inc. will continue to pay our share of insurance premiums for employee coverage when you are on a leave under the Family and Medical Leave Act. While you are on any other type of unpaid leave of absence from Gootee Construction, Inc., you will be responsible for paying the total premiums for your coverage and that of your dependents while on leave. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated.

Insurance Coverage

Group Health Insurance

Gootee Construction, Inc. is interested in the health and well-being of both you and your family. A comprehensive health insurance program is available for you and your family. One the 1st of the month following 60 days of employment, you become eligible for coverage. At that time, you may choose to accept the insurance coverage, or not.

The following benefits are offered, as defined and limited in the literature provided by our insurance company for all full-time employees not under a collective bargaining agreement:

- Major Medical and Surgical Coverage
- Medical Health Care Coverage
- Dependents' Health Care Coverage

Our insurance company provides information describing your benefits through Employee Navigator. Access to Employee Navigator will be given to you.

The employee may be required to contribute weekly through payroll deduction towards the premium and the remaining premium is paid by Gootee Construction. The employee is responsible for paying 100% of the premiums for insurance coverage of any covered eligible dependents through payroll deduction.

In the event of your termination of employment with Gootee Construction, Inc. or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your or their own expense.

Voluntary Insurance Benefits

If you are a regular full-time employee of Gootee Construction, Inc., you may elect in to the following voluntary insurance benefits:

- Dental Insurance – 100% employee paid.
- Vision Insurance – 100% employee paid.
- Short-Term Disability (STD) – 80% employee paid.
- Long-Term Disability (LTD) - 80% employee paid.
- Life and Accidental Death & Dismemberment (AD&D) – 20% employee paid. Please remember to complete the beneficiary section of the application for the life insurance portion.
- Additional Voluntary Life and Accidental Death & Dismemberment (AD&D) – 100% employee paid.

Rates for all voluntary insurance benefits will be available through the Employee Navigator. All employee paid premiums will be deducted

weekly through Payroll. Dental and Vision insurances are deducted pre-tax. STD, LTD, and Life/AD&D insurances are deducted after tax.

Additional information about elected coverages can be found through Employee Navigator and should be reviewed and understood at the time of election. Should you have questions please contact the CFO.

Continuation/Termination of Insurance

The Gootee Construction paid portion of your health insurance will terminate on the last day of the month in which you depart Gootee Construction. Employees do have COBRA continuation rights. Those rights will be explained to you in a letter which you will receive within 14 days after your departure from our insurance provider.

Some of the other insurances may be continued on post-employment. Please contact the CFO with any questions or requests.

Government Required Coverage

Workers' Compensation

The Louisiana Workers' Compensation Law is a no-fault insurance plan which is supervised by the state and one hundred percent (100%) paid for by Gootee Construction, Inc. This law was designed to provide you with benefits for any injury which you may suffer in connection with your employment. Under the provisions of the law, if you are injured while at work, you are eligible to apply for Workers' Compensation.

What Is Workers' Compensation?

Louisiana's no-fault Workers' Compensation law was passed by the State legislature in the [1930]'s to guarantee prompt, automatic benefits to workers injured on the job.

Before Workers' Compensation, an injured worker had to sue his employer to recover medical costs and lost wages. Lawsuits took months and sometimes years. Juries and judges had to decide who was at fault and how much, if anything, would be paid. In most cases, the injured worker got nothing. It was a costly, time-consuming and unfair system.

Today, if you're unable to work because of a job injury, Gootee Construction, Inc. and our Workers' Compensation Insurance carrier work together to take care of your medical expenses and pay you money to live on until you're able to come back to work.

Who Is Covered?

Every Gootee Construction, Inc. employee is protected by Workers' Compensation.

What Is Covered?

Any injury is covered if it's caused by your job — not just serious accidents, but even first-aid type injuries. Illnesses may also be covered, if they're related to your job. For example, common colds and flu are not covered, but if you caught tuberculosis while working at a TB hospital, that's covered. The main question is if the injury or illness is the result of the performance of your job.

When Am I Covered?

Coverage begins the first minute you're on the job and continues anytime you're working for Gootee Construction, Inc. You don't have to work a certain length of time, and there's no need to earn any minimum amount of wages before you're protected.

What Are The Benefits?

Louisiana law guarantees you three kinds of workers' compensation benefits:

- **Medical care to take care of the injury, including not only doctor bills, but also medicines, hospital costs, fees for lab tests, x-rays, crutches and so forth** — There's no deductible and all costs are paid directly by our workers' Compensation Insurance carrier. If you do receive a bill, be sure to submit it to Katie Callahan and our Safety Director, Scott Thiaville for payment through our insurance carrier.
- **Rehabilitation services necessary to return to work** — Sometimes this is just an extension of medical treatment (for example, physical therapy to strengthen muscles). However, if the injury keeps you from returning to your usual job, you may qualify for vocational rehabilitation and retraining, too. Again, all costs are paid directly by Gootee Construction, Inc. through our Workers' Compensation Insurance carrier.
- **Cash payments for lost wages** — The most common kind of payments, for "temporary disability," will be made for as long as the doctor says you're unable to work. Additional cash payments may be made after you're able to work if there's a permanent handicap — for example, the amputation of a finger or loss of sight. If the injury results in death, payments will be paid to surviving dependents.

How Do I Get The Benefits?

All injuries, no matter how slight, must be reported immediately to your manager/supervisor to assure consideration under Workers' Compensation Insurance, should complications develop later. Your supervisor will see that you receive medical attention.

There are no reports for you to fill out; no forms to sign. Just tell your manager/supervisor what, where, when, and how it happened — enough information so that he or she can arrange medical treatment and complete the necessary reports. In an emergency, you may go directly to one of the medical facilities nearby. Later, you may be required to furnish your manager/supervisor with written statements regarding the on-the-job accident so that we may accurately document the incident, and so you may receive all the benefits to which you are entitled. (Failure to do this could result in loss of benefits.)

Prompt reporting is the key. Benefits are automatic, but nothing can happen until your employer knows about the injury. Ensure your right to benefits by reporting every injury, no matter how slight. Even a cut finger can be disabling if an infection develops.

Other Benefits

If the injury is very serious — one where you won't be able to work for a year or more — you may be eligible for additional benefits from Social Security. For information contact the nearest office of the Social Security Administration, or discuss your situation with the claim's representative of Gootee Construction, Inc.'s Workers' Compensation Insurance carrier.

Employees returning to work after being absent due to an injury must report to the personnel manager prior to beginning work, and must bring a doctor's clearance for returning to duty.

Unemployment Compensation

Gootee Construction, Inc. pays a percentage of its payroll to the Unemployment Compensation Fund according to Gootee Construction, Inc.'s employment history. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible you must have earned a certain amount and be willing and able to work. You should apply for benefits through your local State Unemployment Office as soon as possible.

Gootee Construction, Inc. pays the entire cost of this insurance.

Social Security

The United States Government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, Gootee Construction, Inc. is required to deduct this amount from each paycheck you receive. In addition, Gootee Construction, Inc. matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

Other Benefits

Annual Party or Outing

Gootee Construction, Inc. sponsors an annual get-together. Watch the bulletin board, e-mails, or *Gootee Good News* for details. This is always a family affair.

Education Assistance

We feel an individual who possesses a desire to continue their education, in addition to performing their full-time job, shows a commitment to improving themselves and their position within the company. To encourage and reward these individuals, Gootee Construction, Inc. offers an Education Assistance benefit.

Full-time employees may continue their education in a related field and Gootee Construction, Inc. may reimburse all or part of the registration and tuition costs. All courses must be pre-approved by the President. Once the course is completed, submit a certified transcript of grades, with receipts for expenses. Gootee Construction, Inc. will reimburse you as described below for the portion of the registration and tuition that was pre-approved. Incentives have been established to reward better than average performance.

In order to qualify for this Education Assistance benefit you must:

1. Advise the President, prior to enrolling for the class, that you intend to take a particular course. Your supervisor will advise you whether the course is of a nature that Gootee Construction, Inc. will approve for partial or total reimbursement of tuition and fees.
2. The course must be job-oriented and offered by an approved educational institution.
3. You must receive a grade of "B" or better.
4. You must have at least one (1) full year of service with Gootee Construction, Inc.
5. If your employment with Gootee Construction, Inc. terminates for any reason within one (1) year after completing the course, you must agree to pay Gootee Construction, Inc. back.
6. If you are eligible to receive educational benefits from other sources, such as the Veterans Administration, Gootee Construction, Inc. will not reimburse your educational expenses.

Education / Training (Attending Seminars / Training Sessions)

From time to time, Gootee Construction, Inc. may arrange to have both formal and informal training programs to enable you to progress in your technical knowledge of our business. Several times a year, employees are selected to attend factory schools, workshops, or training programs. You will receive a normal paycheck while attending these schools or workshops. All or a portion of the expenses for off-premises training will be paid for by Gootee Construction, Inc. depending on the nature of the course. Check with your supervisor for details.

Also, during any slow periods of work you should use the time to learn more about Gootee Construction, Inc., its services and products. You may progress as you become more knowledgeable about your job and the jobs of the people around you. You are encouraged to ask questions about any aspect of Gootee Construction, Inc. that is of interest or unclear.

If you become aware of a particular seminar that you believe is appropriate for enhancing your skills (and/or those of other employees), please bring it to the attention of your supervisor. Since these seminars are usually offered only at specified times in a geographical area, please be sure to notify your supervisor as far in advance as possible. This way, he or she can attempt to schedule workloads to accommodate your (and/or other employees') desire to attend the seminar.

4 Other Policies

Communications
Conversion Privileges
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Payroll Advances
Personal Use of Company Property
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Purchase of Tools or Equipment
Resignation
Return of Company Property
Safety Rules
Smoking
Solicitations & Distributions
Substance Abuse
Traffic Violations
Use of Company Vehicle
Cell Phone Usage

Communications

Successful working conditions and relationships depend upon successful communication. Not only do you need to stay aware of changes in procedures, policies and general information, you also need to communicate your ideas, suggestions, personal goals or problems as they affect your work.

In addition to the exchanges of information and expressions of ideas and attitudes which occur daily, make certain you are aware of and utilize all Gootee Construction, Inc. methods of communication, including this Employee Manual, bulletin boards, discussions with your supervisor, memoranda, staff meetings, newsletters, training sessions, etc.

Each month you will receive in your paycheck a copy of the *Gootee Good News*. The function of this newsletter is to provide you and your family with interesting news and helpful information which will keep you up-to-date on the events here at Gootee Construction, Inc.

Conversion Privileges

At your exit interview or upon dismissal, you will learn how you can continue your insurance coverage and any other benefits you currently enjoy as an employee that are eligible for continuation.

Exit Interviews

In instances where an employee voluntarily leaves our employ, Gootee Construction, Inc. management would like to discuss your reasons for leaving and any other impressions that you may have about Gootee Construction, Inc. If you decide to leave, you may be asked to grant us the privilege of an exit interview. During the exit interview, you can express yourself freely. It is hoped that this exit interview will help us part friends, as well as provide insights into possible improvements. All information will be kept strictly confidential and will in no way affect any reference information that Gootee Construction, Inc. management will provide another employer about you.

Expense Reimbursement

To be reimbursed for all authorized expenses, you must submit an expense report / voucher accompanied by receipts and approved by your supervisor. Please submit your expense report / voucher each week, as you incur authorized reimbursable expenses.

First Aid

Federal law ("OSHA") requires that we keep records of all illnesses and accidents which occur during the workday. The Louisiana state Workers' Compensation Act also requires that you report any illness or injury on the job, no matter how slight immediately to your supervisor. If you hurt yourself or become ill, please contact your manager for assistance. **If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits.** OSHA also provides for your right to know about any health hazards which might be present on the job. Should you have any questions or concerns, contact the Safety Director or your supervisor for more information.

Grievances & Suggestions

Talking things over usually helps. When you have a grievance or other problem, the person you report to is the person to see first. If this does not settle the matter, you are entitled to go to his or her immediate supervisor to see what can be done.

Outside Activities

No employee may take an outside job, either for pay or as a donation of his or her personal time, with a customer or competitor of Gootee Construction, Inc.; nor may they do work on their own if it competes in any way with services we provide our customers. If your financial situation requires you to hold a second job, part-time or full-time, or if you intend to engage in a business enterprise of your own, we would like to know about it. Before accepting any outside employment, it would be a good idea to discuss the matter with your supervisor or management.

Payroll Advances

Gootee Construction, Inc. rarely advances or loans money to employees. In the event you must borrow against your paycheck, you must first discuss your situation with Katie Callahan for approval by the President. If your request is justified, a terms and conditions form will be provided for you to fill out and sign.

Personal Use of Company Property

If you want to use Gootee Construction, Inc. equipment or tools during or after work hours for personal benefit, you must have the approval of our Tools & Equipment Manager and the President. You understand and agree that Gootee Construction, Inc. is not liable for personal injury incurred during the use of company property for personal projects. As a Gootee Construction, Inc. employee, you accept full responsibility for any and all liabilities for injuries or losses which occur, or for the malfunction of equipment. You are responsible for returning the equipment or tools in good condition and you agree that you are required

to pay for any damages that occur while using the equipment or tools for personal projects.

E-Mail/Internet Policies

These systems are primarily for business use and Gootee Construction reserves the absolute right to review, audit and disclose all matters sent over the system or placed into its storage. E-mail should **not** be used to communicate any improper communications, e.g., messages which are derogatory, defamatory, obscene or inappropriate.

Purchase of Tools and Equipment

All single item tool or equipment purchases exceeding \$150.00 must be placed through the office and approved by the equipment manager.

Resignation

While we hope both you and Gootee Construction, Inc. will mutually benefit from your continued employment, we realize that it may become necessary for you to leave your job with Gootee Construction, Inc. If you anticipate having to resign your position with Gootee Construction, Inc., you are expected to notify our personnel manager at least two (2) weeks in advance of the date that you must leave.

Return of Company Property

Any tools, equipment or other property of Gootee Construction, Inc. issued to you must be returned to the company at the time of your dismissal or resignation or whenever requested by the equipment manager. You are responsible to pay for any lost items or those damaged through misuse. The value of any property issued to you and not returned may be deducted from your paycheck.

Safety Rules

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all Gootee Construction, Inc. activities. We want to protect you against industrial injury and illness, as well as minimize the potential loss of production.

Please report all injuries (no matter how slight) to your supervisor or the Safety Manager immediately, as well as anything that needs repair or is a safety hazard.

Smoking

No smoking is permitted within the offices of Gootee Construction, Inc. or on job sites. Please be courteous and concerned about the needs of your fellow employees and others. The wishes and preferences of non-smokers will take precedence over those of employees who smoke. Please check with your supervisor for designated smoking locations.

Solicitations & Distributions

If you have items to be sold as a fund raiser for a school, church, scouts, or a civic organization, please obtain permission first from an officer of Gootee Construction. Generally, the sale of such items is allowed if placed in the kitchen area. Persons not employed by Gootee Construction, Inc. are prohibited from soliciting or distributing literature on company property.

Substance Abuse

Gootee Construction, Inc. is committed to providing its employees with a safe workplace; Gootee Construction, Inc. employees should not be subject to any safety threats from fellow workers. You are expected to be in suitable mental and physical condition while at work, allowing you to perform your job effectively and safely.

Whenever use or abuse of any mood-altering substance (such as alcohol or other drugs) interferes with a safe workplace, appropriate action must be taken. Gootee Construction, Inc. cannot accept the risk in the workplace which substance use or abuse may create. The possession, sale or use of mood-altering substances at the workplace, or coming to work under the influence of such substances shall be a violation of safe work practices and will be subject to disciplinary action, including possible dismissal.

Traffic Violations

It is expected that the employees of Gootee Construction, Inc. will drive in a courteous manner and obey all traffic rules, especially while driving company-owned vehicles. Any tickets issued for traffic violations will be the responsibility of the driver.

Use of Company Vehicle

If you are authorized to use a Gootee Construction, Inc. vehicle for company business, you must adhere to the following rules and sign the company vehicle policy:

1. You must be a licensed driver.
2. You are responsible for following all the manufacturer's recommended maintenance schedules to maintain valid warranties, and for following the manufacturer's recommended oil change schedule.
3. You are responsible for paying any moving violation tickets. Also, please park appropriately — parking violations will not be paid by Gootee Construction, Inc.
4. You must not allow persons not authorized or employed by Gootee Construction, Inc. to operate a company vehicle.
5. Seatbelts are to be worn by the driver and all passengers at all times.

Cell Phone Usage

Unless an employee has been authorized by Gootee Construction, to use his/her personal cell phone, no cell phones are to be used during work hours on job sites. Personal cell phones are to be used only before work, during breaks, lunchtime, or after work. For emergencies, the main office or jobsite phone numbers can be made available. Any employee can be reached through his Superintendent/Foreman on the specific job site.